

STATE OF DELAWARE **EXECUTIVE DEPARTMENT** OFFICE OF MANAGEMENT AND BUDGET

September 23, 2011

SUBJECT:	AWARD NOTICE – ADDENDUM #5, Effective September 23, 2011 CONTRACT NO. GSS10004-TIRES TIRES, TUBES & SERVICES
FROM:	PETER KOROLYK STATE CONTRACT PROCUREMENT OFFICER 302-857-4559
TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

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Contract No.: GSS10004-TIRES

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid from January 1, 2011 through February 29, 2012.

3. <u>VENDORS</u>:

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Contract # GSS10004-TIRESV21

State of Utah Contract Number: MA 331

FSF Vendor ID: 0000033231

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Attn: Vicky Dunbar 535 Marriott Drive

Nashville, TN 37214-0991 Phone: (615) 937-3693 Fax: (615) 493-0000

Email: <u>dunbarvicky@bfusa.com</u>

- Warranty PS LT Part 1
- Warranty PS LT Part 2
- Bridgestone/Firestone Website Manual

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

Contract # GSS10004-TIRESV01

State of Utah Contract Number: MA 540

FSF Vendor ID: 0000021638

THE GOODYEAR TIRE AND RUBBER COMPANY

Attn: Jeanne Oberdier, Government Sales

1144 E. Market Street

D/709

Akron, OH 44316-0001 Phone: (330) 796-4352 Fax: (330) 796-3404

Email: jeanne.oberdier@goodyear.com

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

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Contract # GSS10004-TIRESV02

State of Utah Contract Number: MA 165 MICHELIN NORTH AMERICA, INC. Attn: Kaye Pittman, Government Sales

P.O. Box 19001

Greenville, SC 29602-9001 Phone: (864) 458-6030 Fax: (864) 458-5119

Email: kaye.pittman@us.michelin.com

BF Goodrich WarrantyUniroyal WarrantyMichelin Warranty

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice

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BRIDGESTONE/FIRESTONE DEALERS

Bridgestone Authorized Dealers	Address	Telephone	County	FSF Vendor ID	Contact	Vendor Contract ID
Palumbo's Car Care Center, Inc.	2515 Pulaski Hwy, Newark, DE 19702-3907	302-368-2800	NC	0000033231	Steve Palumbo	GSS10004-TIRESV21
Firestone Complete Auto Care	2098 New Castle Ave, Newark, DE 19720-7704	302-656-2529	NC	0000033231	Store Manager	GSS10004-TIRESV21
Firestone Complete Auto Care	3920 Concord Pike, Talleyville, DE 19803-1716	302-478-0551	NC	0000033231	Store Manager	GSS10004-TIRESV21
Firestone Complete Auto Care	3301 Old Capitol Trl, Wilmington, DE 19808-6209	302-995-2487	NC	0000033231	Store Manager	GSS10004-TIRESV21
Firestone Complete Auto Care	625 S Bay Road, Dover, DE 19901-4601	302-734-4522	KE	0000021637	Store Manager	GSS10004-TIRESV22
Expert Tire	103 Causey Ave, Milford, DE 19963-1933	302-422-4508	SU	0000021637	Store Manager	GSS10004-TIRESV22
OUT OF STATE VENDORS					-	
Bridgestone Authorized Dealers	Address	Telephone	County	FSF Vendor ID	Contact	Vendor Contract ID
Englewood Tire dba Discount Tire Express	757 Page Ave, Lyndhurst, NJ 07071-0665	201-935-3444		0000085519	Store Manager	GSS10004-TIRESV27
American Tire Di0st.	4625 Hollins Ferry Rd, Halethorpe, MD 21227-4601	410-536-5277		0000031945	Bruce Koplowitz	GSS10004-TIRESV23
GCR Tire Center	1916 W Main St, Mount Joy, PA 17552-9557	717-653-1260		0000033231	Erika Tolson	GSS10004-TIRESV21
Reliable Tire Co.	805 N. Black Horse Pike, Blackwood, NJ 08012-3936	856-232-0700		0000085515	Jeff Will	GSS10004-TIRESV26
McCarthy Tire Service Company of MD	5211 Williamsburg Rd, Federalburg, MD 21632- 2769	410-310-3858		0000084794	Tony Akers	GSS10004-TIRESV24
American Tire Distributors	530 Marvel Rd, Salisbury, MD 21801-7816	410-548-1400		0000031945	Ben Oder	GSS10004-TIRESV23

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GOODYEAR AUTHORIZED DEALERS

Goodyear Authorized Dealers	Address	Telephone	County	FSF Vendor ID	Contact	Vendor Contract ID
Delaware Tire Center - Dover	207 S Governors Ave, Dover, DE 19904-6703	302-674-0234	KE	0000024740	Store Manager	GSS10004-TIRESV07
Carl King Tire - Camden	109 S Main St, Camden, DE 19934-1320	302-697-9506	KE	0000025154	DICK HAWES	GSS10004-TIRESV04
Admiral Tire & Auto of Dover	280 W. Cowgill St, Dover, DE 19901-4500	302-734-5911	KE	0000029829	Robert Wilson - Pres	GSS10004-TIRESV06
Service Tire Truck Centers	15 Parkway Cir, New Castle, DE 19720-4077	302-328-8473	NC	0000017788	Brian Maiden	GSS10004-TIRESV10
Goodyear Auto Service Ctr #0953	333 Naamans Road, Suite 42, Claymont, DE 19703-2810	302-798-6896	NC	0000021638	Store Manager	GSS10004-TIRESV01
Just Tires #8963	71 Christiana Road, New Castle, DE 19720-3104	302-322-8069	NC	0000021638	Store Manager	GSS10004-TIRESV01
Just Tires - Wilmington	3217 Kirkwood Highway, Wilmington, DE 19808-6129	302-998-0428	NC	0000021638	Store Manager	GSS10004-TIRESV01
Delaware Tire Center - Newark	616 S College Ave, Newark, DE 19713-1314	302-368-2531	NC	0000024740	Store Manager	GSS10004-TIRESV07
Tire Sales & Service Inc	600 First State Blvd, Newport, DE 19804-3559	302-994-2900	NC	0000024819	John Morrone - Pres	GSS10004-TIRESV13
Carl King Tire - Middletown	4430 Haveg Rd, Middletown, DE 19701-1845	302-378-3801	NC	0000025154	Store Manager	GSS10004-TIRESV04
Diamond State Tire, Inc.	3482 Wrangle Hill Rd, Bear, DE 19701-1845	302-836-1919	NC	0000026780	Ed Long	GSS10004-TIRESV03
Bargain Tire & Service	3415 N Market St, Wilmington, DE 19802-2731	302-764-8900	NC	0000028280	Kenneth Sylvester	GSS10004-TIRESV14
Admiral Tire & Auto of Newark	1929 Kirkwood Hwy, Newark, DE 19711-5725	302-737-2460	NC	0000029829	Robert Wilson - Pres	GSS10004-TIRESV06
Service Tire Truck Centers	871 E Masten Cir, Milford, DE 19963-1086	302-422-1585	SU	0000017788	Mike Collins	GSS10004-TIRESV10
Service Tire Truck Centers	24873 Sussex Hwy, Seaford, DE 19973-8464	302-629-5533	SU	0000017788	Dennis Jester	GSS10004-TIRESV10
Clarksville Auto Service Center	34461 Atlantic Ave, Ocean View, DE 19970-3546	302-539-1700	SU	0000021638	David Hamm - Pres	GSS10004-TIRESV01
Carl King Tire - Lewes	96 Tulip Dr, Lewes, DE 19958- 1689	302-644-4070	SU	0000025154	RICHARD HAWES-VP	GSS10004-TIRESV04

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Carl King Tire - Lewes	5 Gerald Ct, Delmar, DE 19940- 3566	302-846-2732	SU	0000025154	RICHARD HAWES-VP	GSS10004-TIRESV04
King's Tire & Lube	955 Bay Rd, Milford, DE 19963- 6124	302-422-6522	SU	0000027758	David King - Pres	GSS10004-TIRESV09
OUT OF STATE VENDORS						
Goodyear Authorized Dealers	Address	Telephone	County	FSF Vendor ID	Contact	Vendor Contract ID
Wingfoot Commercial Tire Systems	1611 Wicomico St, Baltimore, MD 21230-1705	410-244-1679		0000021253	Chuck Schmincke	GSS10004-TIRESV15
Wingfoot Commercial Tire Systems	210 Keystone Rd, Chester, PA 19013-1422	610-494-2160		0000021253	Michael Deely	GSS10004-TIRESV15
Wingfoot Commercial Tire Systems	10-A and B Runway Rd, Levittown, PA 19057-4734	215-945-7790		0000021253	Vincent Hill	GSS10004-TIRESV15

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MICHELIN AUTHORIZED DEALERS

Michelin Authorized Dealer/Distributor	Address	Telephone	County	FSF Vendor ID	Contact	Vendor Contract ID
Delaware Tire Center Inc.	207 S. Governors Avenue, #9, Dover, DE 19904-6703	302-674-0234	KE	0000024740	Store Manager	GSS10004-TIRESV07
Admiral Tire & Auto of Dover	280 W. Cowgill St, Dover, DE 19901-4500	302-734-5912	KE	0000029829	Robert Wilson - Pres	GSS10004-TIRESV06
Service Tire Truck Center	220 Marsh Lane, New Castle DE 19720	302-428-8473	NC	0000017788	Ron Bennett	GSS10004-TIRESV10
Delaware Tire Center, Inc.	616 South College Avenue, Newark, DE 19713	302-368-2531	NC	0000024740	Store Manager	GSS10004-TIRESV07
Delaware Tire Center Inc.	616 College Ave., Newark, DE 19703-1314	302-368-2531	NC	0000024740	Store Manager	GSS10004-TIRESV07
Tire Sales & Service, Inc.	600 First State Blvd., Newport, DE 19804	302-994-2900	NC	0000024819	John Morrone	GSS10004-TIRESV13
El's Tire Service, Inc.	2724 Pulaski Hwy, Newark, DE 19702-3911	302-834-1997	NC	0000025637	Van Blarcom	GSS10004-TIRESV18
Diamond State Tire	3482 Wrangle Hill Road, Bear, DE 19701	302-836-1919	NC	0000026780	Ed Long	GSS10004-TIRESV03
Admiral Tire & Auto of Newark	1929 Kirkwood Hwy, Newark, DE 19711-5725	302-737-2460	NC	0000029829	Robert Wilson - Pres	GSS10004-TIRESV06
Service Tire Truck Center	24873 Sussex Hwy, Seaford, DE 19973	302-629-5533	SU	0000017788	Ron Bennett	GSS10004-TIRESV10
Service Tire Truck Center	871 East Masten Circle, Milford, DE 19963	302-422-1585	SU	0000017788	Ron Bennett	GSS10004-TIRESV10
Carl King Tire Co., Inc	109 S. Main Street, Camden, DE 19934	302-697-9506	SU	0000025154	Dick Hawes	GSS10004-TIRESV04
Hitchens Tire Service, Inc.	1046 N.E. Front Street, Milford, DE 19963-1393	302-424-4724	SU	0000027427	Jason Hitchens	GSS10004-TIRESV17
King's Tire & Lube	955 Bay Rd, Milford, DE 19963-6124	302-422-6522	SU	0000027758	David King - Pres	GSS10004-TIRESV09

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4. **SHIPPING TERMS**:

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Price shall include all customs duties and charges and be net, F.O.B. destination any point within the State of Delaware.

5. **DELIVERY AND PICKUP:**

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Varies by vendor.

6. PRICING:

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Prices will remain firm for the term of the contract year.

Bridgestone/Firestone Price List:

Bridgestone/Firestone Price List effective 3-1-2011

Goodyear Price List:

Goodyear Price List Effective 3-1-11

Michelin Price List:

Michelin Price List Effective 3-1-11

To review all other documents posted on the WSCA site, please go to the following link:

Tires, Tubes and Services (WSCA-UT)

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ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

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13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBLIITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.